

MY Production Ltd.

Standard Terms & Conditions

1) Introduction This contract is formed between the Customer and MY Production Ltd. (referred to as the “Company”) when a booking / Order is received from the Customer. An Order may be in written, verbal or electronic form. The Product or Service shall mean any product or service that is provided by the Company to the Customer. These conditions do not affect your statutory rights.

2) Supply The Company agrees to supply the product(s) or service(s) to the Customer as detailed in the Proposal/Order and according to the terms and conditions of this contract.

3) Rights reserved Should the Company choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of the Company’s rights. By providing the Company with an Order, the Customer accepts these terms and conditions.

4) Booking and Payment MY Production Ltd will issue an invoice and a booking form to the customer. To secure any booking a deposit of 50% is payable (50% of this deposit is non refundable). The remaining 50% of the balance would always be due 21 days before the date of filming. A date may only be considered reserved once a completed booking form has been received and the deposit has cleared. Until that point dates cannot be guaranteed.

5) Filming: It is the customer’s responsibility to ensure that permission has been given to film in all venues. MY Production Ltd will not be responsible for coverage lost due to access restrictions. In the event that the venue charges a fee for filming, the customer will be liable for this fee. Arrangements should be made for all venues to be accessible by MY Production Ltd at least one hour before the time of each event; this is to be arranged by the Customer(s).

Any variations in the times, dates, or to the planned event that may impact on the contract should be communicated to MY Production as soon as possible. If the camera operator/s are filming for longer than 4 hours then some form of refreshment must be provided at the Customer’s expense.

6) Editing: Completion is usually within 28 days from the date of the event (not including any bank holidays). Upon receipt of the finished product the customer must inform MY Production Ltd of any technical or other problems with the within 30 days. After 30 days if no notification has been received, the Customer will be deemed to be satisfied with the product.

Re-edits: Technical errors will be corrected free of charge. Customer-requested changes to their video will be charged at the prevailing hourly edit rate. We will supply you with a preliminary edit for you to check before the final copy/copies are made.

5) Health & Safety The Company and Customer will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s). MY Production Ltd reserves the right to immediately leave an event if they experience any offensive, abusive or aggressive behaviour to our staff or towards our equipment. In this scenario MY Production Ltd accept no liability for any filming loss and will not refund any

monies paid. We still however will endeavour to provide you with all your professionally edited footage as outlined in the proposal.

6) Creative Brief Unless otherwise agreed, the Customer accepts the Company's decisions on creativity within the product(s) or service(s).

7/ Booking Fee/Cancellation Monies paid by the Customer to reserve the product(s) or service(s) of the Company will be accepted as a Booking Fee (deposit). If the Customer cancels the order less than 21 days prior to the Company supplying the product(s) or service(s), the Customer will be liable for the whole invoice. However MY Production Ltd are always happy to reschedule a booking provided the new date does not conflict with another booked event

In the event that a booking needs to be cancelled after the final payment has been made (i.e. with less than 21 days remaining - where all fees unfortunately will be non-refundable) MY Production Ltd are happy to provide you with any one of our alternative filming, photographic or post production services to the equivalent value to use at a later date of your choice – subject to availability.

8/ Liability The Company accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). Every effort will be made to ensure your event is recorded in full on the day. Back-up cameras, batteries and lighting are carried along with tapes, microphones and battery charger packs to minimise problems caused by equipment failure. No liability is accepted for failure of performance due to any other circumstances beyond our control. In the unlikely event of the Company being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to the total invoice value – or monies already paid by the Customer.

9/ Copyright Unless otherwise stated in the Order, the Company retains copyright in all their Original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the Customer in relation to the Order. The Customer must ensure that permission is sought for the inclusion of any copyright material they supply to the Company to enable them to deliver the product(s) or service(s). The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. The Company retains the right to use this material in its original and edited form as they see fit, unless otherwise agreed in the Order. The Customer agrees to indemnify the Company in the event of any breach of copyright claims being brought against the Company in respect of material supplied by the Customer.

10/ Data Protection The Customer must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places that may be recorded on video as a result of the Company supplying the product(s) or service(s) – and that such recording is in compliance with Data Protection.

12/ Care and Damage to Customer property Whilst every care is taken in the handling of the Customer's property, the Company accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst they are in the custody of the Company. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.

13/ Right of Assignment The Company retains the right to assign the supply of the product(s) or service(s) to the Customer to another suitable company should they be unable to complete these terms and conditions.

14/ Expenses The Company retains the right to charge out-of-pocket expenses incurred in providing the product(s) or service(s) – subject to being able to provide the Customer with proof of expenditure. All out-of-pocket expenses will be charged at cost and we would always notify our Customer of these costs as soon as possible.

15/ Confidentiality Unless otherwise agreed the Company will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the Customer shall keep confidential any methodologies and technology used by the Company to supply of the product(s) or service(s).

MY Production Ltd reserves the right to use material captured for our company promotional purposes, we would always check this with our Customer as a matter of courtesy.

16/ Basis of law These Terms and Conditions and any accompanying letter and/or contract are governed by the laws of the United Kingdom.